

SUPPLEMENTAL MEMORANDUM

This Supplemental Memorandum (this "Memorandum") is entered into as of this 9 day of June, 2022, ("Effective Date") by and between the South Carolina Department of Revenue ("Department") and Dominion Energy South Carolina, Inc. (f/k/a South Carolina Electric & Gas Company) ("Taxpayer"). All capitalized terms not otherwise defined in this Memorandum shall have the meaning ascribed to them in the Settlement Agreement (as defined below). Department and Taxpayer are referred to herein collectively as the "Parties" and singularly as a "Party."

RECITALS:

A. Department and Taxpayer are parties to that certain Amended and Restated Settlement Agreement dated as of August 5, 2021 (the "Settlement Agreement") relating to the settlement of the matter captioned as *SCE&G (now Dominion Energy South Carolina, Inc.) v. South Carolina Department of Revenue*, Docket No. 19-ALJ-17-0170-CC.

B. The Parties have agreed to the transfer of certain real properties from Taxpayer to the Department in partial satisfaction of the Second Payment, as contemplated by Section 2.3 of the Settlement Agreement.

C. The Parties now desire to enter into this Memorandum as a supplement to the Settlement Agreement for the purpose of governing the Parties' agreement on the contemplated real property transfers, all pursuant to and in accordance with Section 2.3 of the Settlement Agreement.

D. Prior to the Effective Date, each of the South Carolina Joint Bond Review Committee (JBRC) and the South Carolina State Fiscal Accountability Authority (SFAA) have approved such real property transfers at the agreed values set forth in this Memorandum, which approvals satisfy a requirement of South Carolina law and the condition precedent described in Section 3(a) herein.

AGREEMENT:

NOW THEREFORE, in consideration of the foregoing Recitals, which are incorporated herein, for the mutual covenants and agreements contained herein, and for other good and valuable consideration, the receipt and sufficiency of which are acknowledged, the Parties do hereby stipulate and agree as follows:

1. Incorporation. This Memorandum is the supplemental memorandum governing the real property transfer contemplated by Section 2.3 of the Settlement Agreement. This Memorandum shall be deemed to be incorporated into and become a part of the Settlement Agreement.

2. Properties and Values. Subject to the terms and conditions of this Memorandum, Taxpayer shall convey to Department, and Department shall accept from Taxpayer, the following tracts of real property (collectively the "Properties" and each a "Property") in exchange for the partial satisfaction of the Second Payment at the following agreed-upon values of the Properties (collectively the "Agreed Values" and each an "Agreed Value"), respectively:

A. Misty Lake/Franklin Branch

Property: Approximately 190 acres of land located along the south side of Interstate 20 (I-20) and the north side of Ascauga Lake Road in Aiken County, SC, and bearing Aiken County TMS## 021-18-01-001, 021-18-01-002, and 021-14-05-002

Agreed Value: \$2,481,000.00

B. Pine Island

Property: approximately 27.13 acres of land located at the south end of Pine Island Road off the north shore of Lake Murray in Lexington County, SC, commonly known as Pine Island and bearing Lexington County TMS # 002696-05-006

Agreed Value: \$9,500,000.00

C. Bundrick Island

Property: approximately 94 acres of land located at the north end of Brady Porth Road off of the south shore of Lake Murray in Lexington County, SC, commonly known as Bundrick Island

Agreed Value: \$10,620,500.00

D. Ramsey Grove Plantation

Property: approximately 2,631.74 acres of land located about 6 miles north of Georgetown in Georgetown County, SC, commonly known as Ramsey Grove Plantation and bearing Georgetown County TMS #: 02-1006-014-00-00, 02-0205-052-00-00, 02-1006-013-00-00, 02-0205-012-00-00, 02-1006-012-00-00, 02-1005-002-03-00, 02-1006-007-04-00, 02-1006-007-03-00, 02-1006-013-01-00, 02-1006-007-02-00, and 02-1006-013-03-00.

Agreed Value: \$28,129,906.25

The total combined Agreed Values of the foregoing Properties is \$50,731,406.25, which shall be deemed to be the Final Property Value, as that term is used in Section 2.3 of the Settlement Agreement.

3. Terms and Conditions of Transfers. The transfers of the Properties from Taxpayer to Department shall be subject to the following terms and conditions:

(a) State Approvals. The transfer of each Property is contingent upon the approval of both the South Carolina Joint Bond Review Committee (JBRC) and the South Carolina State Fiscal Accountability Authority (SFAA), which is required by applicable law (collectively, the "State Approvals"). The Parties acknowledge that JBRC approved the transfers on December 7, 2021 and SFAA approved the transfers on December 21, 2021, in each case at the Agreed Values set forth herein; accordingly, the State Approvals have been obtained as of the Effective Date.

(b) PSC Approvals. The transfer of each Property is contingent upon the approval of the South Carolina Public Service Commission (PSC) and PSC waiver of the applicable bidding requirement, which is required by applicable law.

(c) FERC Approvals. The Parties acknowledge that each of the Pine Island Property and the Bundrick Island Property (collectively, the "FERC Project Properties") is located within the Project Boundary Line of the Saluda hydroelectric project designated in the Files of the Federal Energy Regulatory Commission ("FERC") as Project 516 (the "Project"). The transfer of each

FERC Project Property is contingent upon the approval of FERC, which is required by applicable law and/or the FERC-issued license applicable to the Project (the "License"). Prior to submitting its application for FERC approval, Taxpayer is required by FERC to consult with various federal, state, and local agencies, as well as other stakeholders, to ensure proper notice of the proposed transfer of the FERC Project Properties ("Stakeholder Outreach").

(d) Due Diligence. Taxpayer has previously granted Department the right to conduct due diligence on and with respect to the Properties, at Department's sole cost and expense. Department shall continue to have such right prior to Closing. Without limiting the generality of the foregoing, Department has the right to procure a survey of any Property from a South Carolina licensed land surveyor to confirm acreage, location, and other matters of survey. Notwithstanding, Taxpayer intends to procure its own survey of each FERC Project Property to the extent necessary or appropriate in connection with Taxpayer's application for FERC approval; and Taxpayer shall provide Department with a copy of any such survey procured by Taxpayer. Taxpayer does not warrant that any of the Properties contain the acreages respectively referenced above, and Department is not entitled to any adjustment in the Final Property Value as a result of any due diligence or surveys.

(e) Closings. The closing of the transfer of each Property (each, a "Closing") shall occur on a date and time mutually acceptable to the Parties as soon as reasonably practicable following Taxpayer's confirmation that all governmental and regulatory approvals required for the transfer of such Property have been obtained, but not less than thirty (30) days after confirmation of such approvals. Each Closing shall be conducted in conformity with South Carolina law and custom for a commercial real estate transaction.

(f) Conveyance Deeds. At each Closing, the conveyance of each Property shall be accomplished by a limited warranty deed (each, a "Conveyance Deed") from Taxpayer, subject to the Utility Reservations pursuant to Section 3(h) hereof, all existing, recorded or unrecorded, reservations, easements, encroachments, leases, licenses, restrictions, covenants, zoning, governmental regulations, land use regulations, and rights-of-way, which may affect the Property or as may be revealed by an inspection of the Property. The Conveyance Deeds shall be substantially in the forms attached hereto as Exhibit A for Misty Lake/Franklin Branch and Ramsey Grove Plantation, respectively, and Exhibit A-1 for the FERC Project Properties, respectively. A certificate of acceptance from SFAA shall be recorded with each deed, as required by South Carolina law.

(g) Department's Designee. Upon notice to Taxpayer in advance of a Closing, Department may designate any other state or governmental agency, department, or instrumentality as the grantee (in lieu of Department) on the Conveyance Deed; provided that the designee acknowledges and agrees to the terms of this Memorandum with respect to the Property transfer.

(h) Utility Reservations. In the Conveyance Deeds, Taxpayer shall be entitled to reserve a perpetual, non-exclusive easement for the purpose of installation, maintenance and repair of underground and above ground utility lines on the Properties, including, but not limited to, communications, electric, and gas, in a manner that is sufficient to maintain and operate existing and future facilities for the development along or near the Properties; provided however, that Taxpayer shall notify Department prior to any installation of any new facilities, and Taxpayer shall be responsible for all costs of installation, maintenance and repair and shall restore any Property to the equivalent of its pre-installation condition following any utility installation, maintenance or

repair contemplated herein. Upon request by Department, Taxpayer shall provide a drawing showing the approximate location of existing utility lines.

(i) FERC Project Properties. The transfer of the FERC Project Properties shall be subject to additional special terms and conditions, which shall be reflected in the applicable Conveyance Deeds, as follows:

- i. Taxpayer shall reserve the right to perform any and all acts required by an order of FERC concerning the Project without the prior approval of Department or any other person. In furtherance of the foregoing, such Conveyance Deeds shall include the following language, which is referred to as the "Linweave clause": "Notwithstanding anything to the contrary in this conveyance, Grantor has the right to perform any and all acts required by an order of FERC affecting the Project without the prior approval of Grantee or any other person." Linweave, Inc., 23 FERC ¶ 61,391 at p. 61,830 (1983).
- ii. Taxpayer shall be entitled to reserve the right of ingress, egress and access in, to, over, across and out of such FERC Project Property for malaria control and for other corporate utility purposes.
- iii. Taxpayer shall be entitled to reserve a flowage easement with related rights. Taxpayer has disclosed and Department acknowledges that either FERC Project Property may be damaged from time to time by reason of the Taxpayer's erection, construction, presence, operation and maintenance of a dam or dams and reservoir of water of any height or size and necessary spillways on the Saluda River at or near Dreher Shoals, whether such damage is caused by the flooding of such FERC Project Property or injury to the drainage thereof, or by storage of water, or for any reason whatsoever, and effective as of the Closing, Department shall release Taxpayer from any and all liability for any and all damages that may be caused to such FERC Project Property.
- iv. The Parties understand and agree that the Department or Department's designee may develop on the FERC Project Properties a state park or public recreation area, including such facilities, accommodations, equipment, utilities and appurtenances relating or incidental thereto and may provide such services and programs as the Department or Department's designee deems are in the public interest and within the scope of the authority conferred on it by the South Carolina General Assembly. Notwithstanding the foregoing, following the Closing, Department's use of FERC Project Property shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project use as may from time to time be impacted by changes in governmental law, regulation and policy, and Department shall take all reasonable precautions to ensure that the construction, operation and maintenance of any structures or facilities on FERC Project Property will occur in a manner that will protect the current and prospective scenic, recreational and environmental values of the Project; and Department shall not unduly restrict public access to Project waters. Title to the FERC Project Property shall at all times be subject to the terms, conditions and restrictions set out in the FERC Project 516 Land Use and Shoreline Management Plan (the "Plan"), as the same may be amended or revised from time to time, and/or in accordance with the License issued by FERC, and to the FERC's "Order Approving Land Use and Shoreline Management Plan

with Modifications and Amending Exhibit R” dated June 23, 2004, and “Order Clarifying and Modifying Order and Denying Rehearing” dated October 28, 2004, and successor FERC orders thereto. Department shall abide by and comply with such FERC orders and the Plan to the extent the same affect the FERC Project Property.

- v. To the extent required by FERC as a condition of its approval of the transfer of either FERC Project Property, Taxpayer shall be entitled to retain fee simple ownership of the land being a seventy-five-foot (75') buffer area measured horizontally from the land above the 360-foot contour elevation (“Buffer Zone”) of the applicable FERC Project Property. If required, Taxpayer will prepare a subdivision survey of the Buffer Zone and the applicable FERC Project Property to be transferred.
- vi. The Conveyance Deeds for the FERC Project Properties shall contain covenants running with the land adequate to ensure that: (i) the property be conveyed solely for public recreation use purposes only; (ii) the use of the lands conveyed shall not endanger health, create a nuisance, or otherwise be incompatible with overall Project recreational use; and (iii) Department shall take all reasonable precautions to ensure that the construction, operation, and maintenance of structures or facilities on the conveyed lands will occur in a manner that will protect the scenic, recreational, and environmental values of the Project;
- vii. The Conveyance Deeds for the FERC Project Property shall provide that, upon any notice, communication, or finding from or by FERC that any FERC Project Property is being used or has become inconsistent with the Project, the License, the Plan, or any related FERC order or in violation of any FERC-required restriction, condition, or covenant relating to such FERC Project Property (collectively, a “FERC Violation”), or upon any notice, communication, or finding from or by FERC that the FERC Project Property is being used in a manner other than for public recreation use purposes (a “Non-Permitted Use”), title to such FERC Project Property shall revert to and become revested in Taxpayer, subject to the following:

(1) Upon its receipt of any notice, communication, or finding of a FERC Violation or Non-Permitted Use, Taxpayer shall provide written notice of such FERC Violation or Non-Permitted Use to the Department. Taxpayer’s written notice must provide Department with a stipulated period of time (the “Cure Period”) for the Department to cure the alleged FERC Violation or Non-Permitted Use at the FERC Project Property. The Cure Period shall be fixed by Taxpayer, but in any event shall be at least thirty (30) days, unless FERC requires or mandates a shorter period, in which case such shorter period shall apply and shall be set forth in Taxpayer’s notice to the Department.

(2) If the FERC Violation or Non-Permitted Use is not cured within the Cure Period, title to such FERC Project Property shall revert to and become revested in Taxpayer without the necessity of re-entry. If the FERC Violation or Non-Permitted Use is cured within the Cure Period, title to such FERC Project Property shall remain with the Department.

(3) Within thirty (30) days after the effectiveness of a reversion of title of a FERC Project Property, Taxpayer shall reimburse the Department an amount equal to the Agreed Value for such FERC Project Property.

(4) Upon the effectiveness of a reversion of title of a FERC Project Property, if requested by Taxpayer at any time thereafter, Department shall promptly execute and deliver a quitclaim deed confirming Taxpayer's title to such FERC Project Property, along with any other documents reasonably requested by Taxpayer to evidence or perfect the reversion, which Taxpayer may require as a condition to the foregoing reimbursement payment.

(5) Following receipt of any FERC Violation or Non-Permitted Use, Taxpayer may elect, in Taxpayer's sole discretion, upon notice to the Department, to object to or dispute the notice, communication, or finding of a FERC Violation or Non-Permitted Use; in the event of such election, the commencement of the Cure Period shall toll during the pendency of such objection or dispute process. Following such objection or dispute, if FERC ultimately determines that a FERC Violation or Non-Permitted Use has occurred or if Taxpayer otherwise withdraws its objection or dispute, then Taxpayer shall notify the Department of such determination or withdrawal and, at such time, the Cure Period shall commence in accordance with Section 3(i)(vii)(1) and (2) above. Notwithstanding the foregoing, for avoidance of any doubt, Taxpayer shall be under no duty or obligation to object to or dispute any FERC Violation or Non-Permitted Use (or to appeal any FERC determination).

(6) Following receipt of notice of any FERC Violation or Non-Permitted Use, the Department may elect, in the Department's sole discretion, to object to or dispute such notice by providing notice to Taxpayer of same and submitting the Department's objection or dispute to FERC by the end of Cure Period (or by any applicable shorter deadline imposed by FERC). If agreed by both Taxpayer and the Department, Taxpayer may submit the objection or dispute on behalf of the Department, at the Department's cost and expense. In the event that the Department timely objects to or disputes a notice of any FERC Violation or Non-Permitted Use, then the commencement of the Cure Period shall toll during the pendency of such objection or dispute process. Following such objection or dispute, if FERC ultimately determines that a FERC Violation or Non-Permitted Use has occurred or if the Department otherwise withdraws its objection or dispute, then the Department shall notify Taxpayer of such determination or withdrawal and, at such time (even if the Department fails to timely notify Taxpayer), the Cure Period shall commence in accordance with Section 3(i)(vii)(1) and (2) above. Notwithstanding the foregoing, for avoidance of any doubt, the Department shall be under no duty or obligation to object to or dispute any FERC Violation or Non-Permitted Use (or to appeal any FERC determination).

(7) Following receipt of any FERC Violation or Non-Permitted Use, Taxpayer may elect, in its sole discretion, to waive the operation of the reversion of title that would take effect should the Department fail to cure the FERC Violation or Non-Permitted Use within the Cure Period. To be effective, any such waiver must be in writing and signed by Taxpayer and delivered to Department at any time prior to the date that the reversion would have occurred. Any such

waiver authorized on one occasion is effective only in that instance and only for the purpose stated, and does not operate as a waiver on any future occasion.

(8) If Taxpayer reasonably believes that a potential FERC Violation or Non-Permitted Use has occurred with respect to a FERC Project Property but has not yet received any notice, communication, or finding from or by FERC, Taxpayer shall have the right to provide written notice to the Department, notifying the Department of such potential FERC Violation or Non-Permitted Use. The written notice must provide a Cure Period of at least thirty (30) days for the Department to either (i) cure the alleged potential FERC Violation or Non-Permitted Use, or (ii) object to or dispute such notice. Failure by the Department to cure the potential FERC Violation or Non-Permitted Use within the Cure Period will be deemed to be the Department's objection to or dispute of such notice. In the event that the Department objects to or disputes such notice (or is deemed to have objected to or disputed such notice), the commencement of the Cure Period shall toll indefinitely but Taxpayer shall have the right (but not the obligation) to submit the dispute to FERC for a determination as to the occurrence of a FERC Violation or Non-Permitted Use. Following such submittal, if FERC determines that a FERC Violation or Non-Permitted Use has occurred, then then Taxpayer shall notify Department of such determination and, at such time, the Cure Period shall commence in accordance with Section 3(i)(vii)(1) and (2) above.

(9) For avoidance of any doubt, if the Department designates another state or governmental agency, department, or instrumentality as the grantee on the Conveyance Deed as provided in Section 3(g) above, the provisions of this subsection relating to the Department shall instead apply to the Department's designee.

viii. The Parties acknowledge that FERC could impose additional requirements impacting either FERC Project Property as a condition of approving the transfer of such FERC Project Property, which shall be incorporated into the Conveyance Deeds for the FERC Project Properties.

ix. In connection with the process for applying for and obtaining FERC approval, Taxpayer reserves the right, if Taxpayer deems it is necessary or appropriate in Taxpayer's sole direction, to offer any of the foregoing terms and conditions in Taxpayer's application.

(j) Improvements. The conveyance of the Properties shall include the applicable land and all improvements, structures, and fixtures located thereon owned by Taxpayer (excluding any utility lines or facilities, which shall remain owned by Taxpayer).

(k) No Warranties. Excepting the limited warranty of title contained in the Conveyance Deed, the Properties shall be conveyed without any written or oral representation or warranty whatsoever, express or implied or arising by operation of law. Without limiting the foregoing, Taxpayer makes no representation, warranty, or covenant of any kind whatsoever with respect to the Properties, including, without limitation, any representation, warranty, or covenant, survey conditions, use of the Properties, the physical condition of the Properties or any improvements thereon or any repairs required thereto, past or present use, development, investment potential, tax ramifications or consequences, compliance with law, present or future zoning, the

presence or absence of hazardous substances or other environmental conditions, the availability of utilities, access to public roads, habitability, merchantability, fitness or suitability for any purpose, or any other matter with respect to the Properties, all of which are hereby expressly disclaimed by Taxpayer. Department acknowledges that, except as otherwise expressly set forth in this Memorandum, if at all, Taxpayer has made no representations, warranties, or covenants as to (i) the Properties or compliance of the Properties with any federal, state, municipal or local statutes, laws, rules, regulations or ordinances including, without limitation, those pertaining to construction, building and health codes, land use, zoning, hazardous substances or toxic wastes or substances, pollutants, contaminants, or other environmental matters, or (ii) any matter set forth, contained or addressed in any documents delivered to the Department (including, but not limited to, the accuracy and completeness thereof). Department acknowledges and agrees that it will have full opportunity prior to closing to inspect and investigate each and every aspect of the Properties, either independently or through agents of Department's choosing and Department has confirmed independently all information that it considers material to its acquisition of the Properties.

(l) Transfer Taxes. The transfers of the respective Properties will be exempt from documentary stamp taxes pursuant to Section 12-24-40(2) of the S.C. Code of Laws.

(m) Roll-back Taxes. Taxpayer shall not be responsible for any rollback taxes assessed on any Property on account of any change in use of any such Property following a Closing.

(n) Closing Costs. Taxpayer shall be responsible for the nominal cost of recording the various deeds. If Department desires to procure title insurance on any Property, Department shall be responsible for all premiums and costs associated therewith, including without limitation the cost of any endorsement to Department's title insurance policy. Each Party shall be responsible for their own attorney's fees and other transaction costs. As between Taxpayer and Department, Taxpayer shall be responsible for the ad valorem real property taxes on each Property for the year in which the transfer of such Property occurs. If Department transfer to an entity whereby ad valorem taxes are assessed, each party will be responsible for its pro-rated portion of taxes for the year based on period of ownership.

All utility expenses, including water, fuel, gas, electricity, telephone, sewer, trash removal, steam, heat and other services furnished to or provided for a particular Property shall be prorated between the Parties as of the applicable Closing date for such Property. Taxpayer shall expend good faith efforts to have all meters with respect to any such utilities read as of the applicable Closing date. If a reading or the results thereof cannot be obtained by closing, then such charges, if any, shall be apportioned based on extrapolation from the last reading therefor, subject to adjustment if the actual amount becomes known within sixty (60) days after the applicable closing date.

(o) Misty Lake Fire Station. As evidenced by that certain Donation Deed dated January 26, 2022 and recorded January 28, 2022 in the Office of the Register of Mesne Conveyance for Aiken County, South Carolina (the "Aiken RMC") in Deed Book 4995 at Page 518, Taxpayer has donated and transferred to the Graniteville-Vaucluse-Warrenville Volunteer Fire Department a portion of the Misty Lake/Franklin Branch Property consisting of approximately 0.85 acre and identified as the "Misty Lake Fire Station 0.85 Acre" on that certain plat prepared for Graniteville Vaucluse Warrenville Volunteer Fire Department, dated March 21, 2019 and revised January 11, 2022, by Larry W. Smith, S.C. P.L.S No. 3724, Associated E & S, Inc. and recorded January 28, 2022 in the Aiken RMC in Plat Book 63, at Page 750, together with an access easement providing ingress and egress to such 0.85-acre parcel as more fully described in said deed and shown on said

plat,. The Parties acknowledge and agree that such donated property shall not be included in the Misty Lake/Franklin Branch Property conveyance to Department.

(p) Release from Indenture. Taxpayer shall take reasonable commercial efforts to obtain a release from that certain Indenture dated as of April 1, 1993, as supplemented (the "Indenture"), to NationsBank of Georgia, National Association, as Trustee, with respect to each Property at or prior to the time of the Closing of such Property. However, to the extent Taxpayer is unable to obtain a release from the Indenture prior to a Closing, Taxpayer shall indemnify and hold harmless Department from any claims arising from failure to obtain the Indenture release which materially impair the marketability of any Property to a bona fide third-party purchaser or the lien priority of a mortgage lienholder. In connection with any claim by Department pursuant to this indemnity, Department shall notify Taxpayer writing as soon as reasonably practical stating the facts of such claim.

(q) Environmental Waiver. Department on behalf of itself and its successors and assigns waives any right to recover from, and forever releases and discharges, Taxpayer from any and all demands, claims, causes of action, legal or administrative proceedings, losses, liabilities, damages, penalties, fines, liens, judgments, costs or expenses whatsoever (including, without limitation, actual attorneys' fees, consultants' fees, court costs, expert witness fees, assessment costs, cleanup costs and monitoring costs), whether direct or indirect, known or unknown, foreseen or unforeseen, that may arise on account of or in any way be connected with the physical, environmental or other similar conditions on or about any of the Properties, including without limitation as may arise under the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended (42 U.S.C. Sections 9601, et seq.), the Resources Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), the Clean Water Act (33 U.S.C. Section 1251, et seq.), the Safe Drinking Water Act (14 U.S.C. Section 1801, et seq.), the Toxic Substance Control Act (15 U.S.C. Section 2601, et seq.), and/or any other federal, state or local environmental, health or safety statutes, regulations, rules, ordinances or common law theories. The Conveyance Deeds shall contain the foregoing waiver.

4. Covenants. Upon execution of this Memorandum, the Parties shall work together in good faith to diligently seek and obtain all approvals necessary or appropriate to effectuate the conveyance of the Properties as contemplated herein. In furtherance of the foregoing, within thirty (30) days after receiving the PSC approval (and PSC waiver of the applicable bidding requirement), Taxpayer shall engage in Stakeholder Outreach. Following the conclusion of Stakeholder Outreach, such determination to be made at Taxpayer's reasonable discretion, Taxpayer shall submit its application to FERC seeking FERC's approval of the transfer of the FERC Project Properties as contemplated herein. As stated above, the Closing of the transfer of each Property shall occur as soon as all required state and regulatory approvals have been obtained for such Property and on a date and time mutually acceptable to the Parties. For avoidance of doubt, as soon as all of the approvals have been obtained for the transfer of a particular Property, the Parties shall proceed to close the transfer of such Property, notwithstanding that approvals are still pending on one or more of the other Properties. Neither Party warrants or guaranties that the required approvals will be obtained in a timely manner or ever at all.

5. Removal Rights.

(a) If all necessary approvals have not been obtained for the transfer of a particular Property by an outside date that is twenty-four (24) months after the Effective Date, then either Party shall have the right to remove that Property from the terms of this Memorandum by providing written notice to the other Party of such removal.

(b) Upon any such removal of a particular Property under Section 5(a) hereof, Taxpayer shall no longer be required to transfer such Property to Department and Department shall no longer be required to give Taxpayer credit for the Agreed Value of such Property for purposes of partial satisfaction of the Second Payment. Upon any such removal, Taxpayer shall pay the Agreed Value of the removed Property in accordance with the Settlement Agreement.

6. No Brokers. Each Party represents and warrants to the other Party that it has not engaged or employed any broker or finder in connection with the transactions contemplated by this Memorandum and has taken no action that would give rise to a valid claim against any Party for a brokerage commission, finder's fee, or other like payment.

7. Survival. The terms and conditions of this Memorandum shall survive the Closings and shall remain in full force and effect and shall not merge into the Conveyance Deeds.

8. Ratification. Except as expressly supplemented hereby, the Settlement Agreement remains in full force and effect in accordance with its terms, and the undersigned parties do hereby ratify and confirm the Settlement Agreement, as supplemented by this Memorandum, in all respects. This Memorandum is confidential to the Parties and their representatives and advisors and is hereby made subject to the confidentiality obligations set forth in Section 3.2 of the Settlement Agreement.

9. Successors and Assigns. Consistent with the Settlement Agreement, this Memorandum shall be binding on and inure to the benefit of the Parties and their respective successors and assigns. The covenants and restrictions in the Conveyance Deeds shall run with the land and be binding on and inure to the benefit of the grantor and grantee thereto and their respective successors and assigns.

10. Notice. Each Party shall deliver all notices, requests, consents, waivers, and other communications under this Agreement (each, a "Notice") in writing and addressed to the other Party at its address set out below (or to any other address that the receiving Party may designate from time to time in accordance with this section). Each Party shall deliver all Notices by personal delivery, nationally recognized overnight courier (with all fees prepaid), email (with confirmation of transmission), or certified or registered mail (in each case, return receipt requested, postage prepaid). Except as otherwise provided in this Agreement, a Notice is effective only (a) upon receipt by the receiving party and (b) if the party giving the Notice has complied with the requirements of this Section.

If to Taxpayer: Dominion Energy South Carolina, Inc.
707 E. Main Street (23219)
PO Box 26666
Richmond, VA 23261
Email: alma.w.showalter@dominionenergy.com
Attention: Alma W. Showalter, Vice President - Tax

with a copy to: Nexsen Pruet, LLC
1230 Main Street, Suite 700 (29201)
P.O. Drawer 2426
Columbia, SC 29202
Email: RReames@nexsenpruet.com
Attention: Rick Reames III

If to Department: South Carolina Department of Revenue

300A Outlet Pointe Blvd.
Columbia, SC 29210
Email: Jason.Luther@dor.sc.gov
Attention: Jason Luther, Chief Legal Officer

11. Miscellaneous. The individual executing this Memorandum on behalf of each Party represents and warrants that he or she is duly authorized to execute and deliver this Memorandum on behalf of such Party. This Memorandum may be executed in any number of counterparts bearing the original signatures of one or more of the parties hereto, each of which shall constitute an original, and all of which, when taken together, shall evidence one and the same instrument. Delivery of an executed counterpart of a signature page of this Memorandum by fax transmission or e-mail transmission (e.g., "pdf") shall be effective as delivery of a manually executed counterpart of this Memorandum.

[SIGNATURE PAGE TO FOLLOW]

IN WITNESS WHEREOF the undersigned Parties have executed this Supplemental Memorandum on the dates set forth below to be effective as of the date first set forth above.

DEPARTMENT:

South Carolina Department of Revenue

Signature: W. Hanley Powell

Print Name: W. Hanley Powell

Title: Director

Date: June 9, 2022

TAXPAYER:

Dominion Energy South Carolina, Inc.

Signature: Keller Kissam

Print Name: Keller Kissam

Title: President, Dominion Energy SC

Date: 1 June 2022

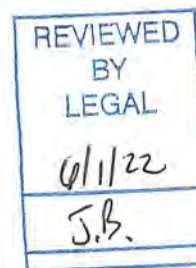


Exhibit A

Forms of Conveyance Deed

See attached.

Grantee's Address: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF AIKEN) LIMITED WARRANTY DEED¹

KNOW ALL MEN BY THESE PRESENTS, that ***DOMINION ENERGY SOUTH CAROLINA, INC. F/K/A SOUTH CAROLINA ELECTRIC & GAS COMPANY***, a South Carolina corporation (hereinafter called "Grantor"), in consideration of Five Dollars (\$5.00) and other good and valuable consideration, paid by Grantee (defined hereinafter) to Grantor, the receipt and sufficiency of which is hereby acknowledged, ***SUBJECT TO*** the reservations in Exhibit "A" and the matters set forth on Exhibit "B" attached hereto (the "Permitted Exceptions"), has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto ***THE STATE OF SOUTH CAROLINA BY AND THROUGH THE DEPARTMENT OF ADMINISTRATION*** (hereinafter "Grantee"), its successors and assigns, for the operation and use by ***THE SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION AND TOURISM*** (hereinafter "Operator"), all of Grantor's right, title and interest in the following described real property (the "Property"):

See Exhibit "A" attached hereto.

This conveyance is made ***SUBJECT TO*** all applicable easements, rights of way, restrictions and covenants of record; those easements and rights of way actually existing on the ground and affecting said premises; riparian, littoral or other water rights, if any; such matters as would be revealed by a current survey and inspection of the premises; and any applicable zoning and other governmental laws, ordinances and regulations.

EXCEPTING THE WARRANTY OF TITLE CONTAINED HEREIN, GRANTEE AND OPERATOR ACKNOWLEDGE AND AGREE THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OF CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE, OPERATOR OR ANYONE ELSE MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE HABITABILITY,

¹ **Note to Draft:** Need to attach the SFAA Certificate of Acceptance. Also need to attach an Affidavit of Consideration (claiming the exemption from transfer taxes for transfers to a state agency).

MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; OR (E) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS ORDERS OR REQUIREMENTS, INCLUDING SOLID WASTE, AS DEFINED BY THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. GRANTEE AND OPERATOR FURTHER ACKNOWLEDGE AND AGREE THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE AND OPERATOR ARE RELYING SOLELY ON THEIR OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE AND OPERATOR FURTHER ACKNOWLEDGE AND AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND AS IS WITH ALL FAULTS.

GRANTEE ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS HEREBY WAIVES ANY RIGHT TO RECOVER FROM, AND FOREVER RELEASES AND DISCHARGES, GRANTOR FROM ANY AND ALL DEMANDS, CLAIMS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ACTUAL ATTORNEYS' FEES, CONSULTANTS' FEES, COURT COSTS, EXPERT WITNESS FEES, ASSESSMENT COSTS, CLEANUP COSTS AND MONITORING COSTS), WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH THE PHYSICAL, ENVIRONMENTAL OR OTHER SIMILAR CONDITIONS ON OR ABOUT ANY OF THE PROPERTY, INCLUDING WITHOUT LIMITATION AS MAY ARISE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED (42 U.S.C. SECTIONS 9601, ET SEQ.), THE RESOURCES CONSERVATION AND RECOVERY ACT OF 1976 (42 U.S.C. SECTION 6901, ET SEQ.), THE CLEAN WATER ACT (33 U.S.C. SECTION 1251, ET SEQ.), THE SAFE DRINKING WATER ACT (14 U.S.C. SECTION 1801, ET SEQ.), THE TOXIC SUBSTANCE CONTROL ACT (15 U.S.C. SECTION 2601, ET SEQ.), AND/OR ANY OTHER FEDERAL, STATE OR LOCAL ENVIRONMENTAL, HEALTH OR SAFETY STATUTES, REGULATIONS, RULES, ORDINANCES OR COMMON LAW THEORIES.

TO HAVE AND TO HOLD, subject to any exceptions, limitations, conditions and reservations set forth herein, all and singular, the Property unto Grantee and Grantee's heirs, successors and assigns, forever; and

SUBJECT TO the matters set forth above, Grantor does hereby bind itself, its heirs, successors and assigns to warrant and forever defend, all and singular, the Property, subject to any exceptions, limitations, conditions and reservations set forth herein unto Grantee and Grantee's heirs, successors and assigns against Grantor and its heirs, successors and assigns by, through, or upon Grantor, but not otherwise.

ACKNOWLEDGMENT AND RATIFICATION BY GRANTEE: Grantee, by the acceptance and execution of this Deed, acknowledges that the conveyance is subject to all of the terms and conditions contained in this Deed, including the Permitted Exceptions.

Grantor, Grantee, and Operator each hereby represent and warrant that the person signing on behalf of Grantor, Grantee, and Operator, as applicable, has the full right and authority to execute this Deed and when fully executed this Deed shall be binding upon Grantor, Grantee, and Operator in accordance with its terms.

This Deed may be executed in one or more counterparts and that each such counterpart shall constitute an original and all of such counterparts together shall constitute one Deed.

SIGNATURE PAGES TO FOLLOW

IN WITNESS WHEREOF, the Grantor has set its hand and seal to this deed as of the ____ day of _____, 20____.

**SIGNED, SEALED AND DELIVERED
IN THE PRESENCE OF:**

***DOMINION ENERGY SOUTH CAROLINA, INC.
F/K/A SOUTH CAROLINA ELECTRIC & GAS
COMPANY***, a South Carolina corporation

WITNESSETH

By: _____[SEAL]

#1 _____

Name: _____

Print Name: _____

Title: _____

#2 _____

Print Name: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, a Notary Public for the State of South Carolina, certify that _____, as _____ for Dominion Energy South Carolina, Inc. f/k/a South Carolina Electric & Gas Company, a South Carolina corporation, personally appeared before me this day and acknowledged that (s)he executed the foregoing instrument.

Witness my hand and seal this ____ day of _____, 20____

[notarial seal]

Notary Public for South Carolina
My commission expires: _____

*THE STATE OF SOUTH CAROLINA BY AND
THROUGH THE DEPARTMENT OF
ADMINISTRATION*

By: _____[SEAL]

Name: _____

Title: _____

#2 _____

Print Name: _____

STATE OF SOUTH CAROLINA)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, a Notary Public for the State of South Carolina, certify that _____, as _____ for the State of South Carolina by and through the Department of Administration personally appeared before me this day and acknowledged that (s)he executed the foregoing instrument.

Witness my hand and seal this ____ day of _____, 20____

[notarial seal]

Notary Public for South Carolina
My commission expires: _____

EXHIBIT "A"

The Property

All that certain piece, parcel or lot of land, lying and being situate in the County of Aiken, State of South Carolina, on the northernmost side of the right of way of South Carolina Highway No. 33 and being shown and designated as **Tract "C"** containing **194** acres, more or less, on that certain Boundary Plat for Tracts 'B' and 'C' Prepared for Energy Subsidiary, Inc. by Palmetto Engineering Company, Inc. dated February 4, 1977 and recorded in Plat Book 8, at Page 127 of the Aiken County Register of Mesne Conveyance.

LESS AND EXCEPTING: All that certain piece, parcel or lot of land, lying and being on the northern side of Ascauga Lake Road in Aiken County, South Carolina, containing 0.85 acres, more or less (the "**Fire Department Parcel**"), and shown and designated on that certain "Misty Lake Plat Prepared for Graniteville Vauclause Warrenville Fire Department by Associated E&S, Inc., dated March 21, 2019 and revised January 11, 2022, and recorded January 28, 2022 in Plat Book 63, at Page 750 of the Aiken County Register of Mesne Conveyance (the "**Fire Department Parcel Plat**"), together with a perpetual, non-exclusive easement for the benefit of the owner of the Fire Department Parcel for ingress, egress, and regress, on foot or motor vehicle, over the roadway shown on the Fire Department Parcel Plat for the purpose of providing access to and from the Fire Department Parcel to Highway No. 33/Ascauga Lake Road or the nearest public right of way as may be in existence hereafter, all as more fully described in the deed conveying the Fire Department Parcel from Grantor to the Graniteville-Vaucluse-Warrenville Volunteer Fire Department a/k/a G. V. W. Volunteer Fire Department, a South Carolina nonprofit corporation (the "**Fire Department Parcel Deed**");

TOGETHER WITH, a perpetual, non-exclusive easement for the benefit of the owner of the Property for ingress, egress, and regress, on foot or motor vehicle, over the roadway shown on the Fire Department Parcel Plat for the purpose of providing access to and from the Property to Highway No. 33/Ascauga Lake Road or the nearest public right of way as may be in existence hereafter, all as more fully described in the Fire Department Parcel Deed;

HOWEVER, RESERVING THEREFROM unto Grantor, its successors and assigns, a perpetual, non-exclusive easement for the purpose of installation, maintenance and repair of underground and above ground utility service lines on the Property, including, but not limited to, communications, electric, and gas, in a manner that is sufficient to provide service to existing and future development along or near the Property; provided, however, Grantor shall notify Operator prior to any installation, and Grantor shall be responsible for all costs of installation, maintenance and repair and shall restore the Property to the equivalent of its pre-installation condition following any utility installation, maintenance or repair contemplated herein;

ALSO RESERVING THEREFROM unto the Grantor, its successors and/or assigns, a non-exclusive, perpetual easement of a commercial nature over, across, under those certain strips of land shown on **Exhibit "A-1"** attached hereto (the "**Easement Space**"), being five (5') feet on either side of the centerline of the "as built" location of the above ground or underground electric transmission line(s) shown thereon, for the construction, extension, replacement, relocation,

perpetual maintenance and operation of an above ground or underground electric line or lines consisting of any or all of the following: poles, guy wires, anchors, conductors, protective wires, municipal, public or private communication lines, cables, conduits, pad mounted transformers, and other accessory apparatus and equipment deemed by Grantor to be necessary or desirable, upon, over, across, through and under the real property described hereinabove;

Together with the right from time to time to install on said line such additional lines, apparatus and equipment as Grantor may deem necessary or desirable and the right to remove said line or any part thereof.

Together also with the right to lay, construct, maintain, operate, repair, alter, replace and remove pipe lines, together with valves, tieovers and appurtenant facilities for the transportation of gas, oil petroleum products or any other liquids, gases or substances which can be transported through a pipe line;

Together also with the right (but not the obligation) from time to time to trim, cut or remove trees, underbrush and other obstructions that are within, over, under or through the Easement Space and within, over, under or through a section of land extending Twelve (12) feet from the door side(s) of any pad mounted transformers, elbow cabinets, switchgears or other devices as they are installed; provided, however, any damage to the Property (other than that caused by trimming, cutting or removing) caused by Grantor in maintaining or repairing said lines, shall be borne by Grantor; provided further, however, that each of Grantee and Operator agrees for itself, its successors and assigns, not to build or allow any structure to be placed on the Property in such a manner that any part thereof will exist within the applicable above specified Easement Space, and in case such structure is built, then Grantee or Operator, as applicable, or such successors and assigns as may be in possession and control of the Property at the time, will promptly remove the same upon demand of Grantor herein. Each of Grantee and Operator further agrees to maintain minimum ground coverage of thirty six (36) inches and maximum ground coverage of fifty four (54) inches over all underground primary electric lines. Each of Grantee and Operator further agrees to maintain minimum ground coverage of twenty four (24) inches and maximum ground coverage of forty two (42) inches over all underground pipe (gas) lines;

Together also with the right of entry upon the Property, on foot or motor vehicle, for the purposes aforesaid, upon and through existing drive aisles, curb cuts, walkways, parking spaces, and other such portions of the Property necessary and convenient in order to access the Easement Space

TMS # Portion of 021-18-01-001; 021-18-01-002 & 021-14-002

Derivation: Being a portion of the same property conveyed to South Carolina Electric & Gas Company (n/k/a Dominion Energy South Carolina, Inc.) by (i) deed of Energy Subsidiary, Inc. recorded March 30, 1981 in Deed Book 708, at Page 203 of the Aiken County Register of Mesne Conveyance; and (ii) deed of James M. Ford recorded June 4, 1987 in Deed Book 989, at Page 125 of the Aiken County Register of Mesne Conveyance.

EXHIBIT “A-1”

[SEE ATTACHED]²

² **Note to Draft:** DESC to provide prior to the Closing.

EXHIBIT "B"

Permitted Exceptions

1. ad valorem real property taxes and assessments not yet due and payable;
2. liens and assessments, both general and special, and other governmental charges which are not yet due and payable and roll back taxes;
3. all applicable zoning and other land use regulations or restrictions of any political subdivision or agency of any federal, state, or local governmental department or agency having jurisdiction over the Property;
4. all matters of record, including, without limitation, conditions, covenants, easements, restrictions, and rights of way indicated by instruments, including plats;
5. any state of facts which an accurate survey or an inspection of the Property would reveal, including, but not limited to, the location of boundary lines, improvements and encroachments, if any;
6. all existing electric power, telephone, gas, sanitary sewer, storm sewer, water and other utility lines, pipelines, service lines, and facilities of any nature on, over or under the Property, and all licenses, easements, rights-of-way, and other agreements relating thereto;
7. all existing public roads and streets (whether dedicated or undedicated), and all railroad lines and rights-of-way;
8. riparian and/or littoral rights incident to the Property;
9. jurisdiction of the U.S. Army Corps of Engineers with respect to any portion of the Property, if any, which may constitute wetlands or marshlands or navigable waters, and any regulations imposed on the Property by South Carolina Department of Health and Environmental Control (DHEC) and/or the South Carolina Department of Natural Resources (DNR);
10. Reservation of recreational lake use unto James M. Ford and family members as set forth in Deed recorded June 4, 1987 in Book 989, at Page 125 of the Aiken County Register of Mesne Conveyance;
11. Matters shown on Plat recorded in Plat Book 10, at Page 100 of the Aiken County Register of Mesne Conveyance; and
12. Matters shown on Plat Book 8, at Page 127 of the Aiken County Register of Mesne Conveyance.

Grantee's Address: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF GEORGETOWN) LIMITED WARRANTY DEED¹

KNOW ALL MEN BY THESE PRESENTS, that ***DOMINION ENERGY SOUTH CAROLINA, INC. F/K/A SOUTH CAROLINA ELECTRIC & GAS COMPANY***, a South Carolina corporation (hereinafter called "Grantor"), in consideration of Five Dollars (\$5.00) and other good and valuable consideration, paid by Grantee (defined hereinafter) to Grantor, the receipt and sufficiency of which is hereby acknowledged, ***SUBJECT TO*** the reservations in ***Exhibit "A"*** and the matters set forth on ***Exhibit "B"*** attached hereto (the "Permitted Exceptions"), has granted, bargained, sold, and released, and by these presents does grant, bargain, sell, and release unto ***THE STATE OF SOUTH CAROLINA BY AND THROUGH THE DEPARTMENT OF ADMINISTRATION*** (hereinafter "Grantee"), its successors and assigns, for the operation and use by ***THE SOUTH CAROLINA DEPARTMENT OF PARKS, RECREATION AND TOURISM*** (hereinafter "Operator"), all of Grantor's right, title and interest in the following described real property (the "Property"):

See ***Exhibit "A"*** attached hereto.

This conveyance is made ***SUBJECT TO*** all applicable easements, rights of way, restrictions and covenants of record; those easements and rights of way actually existing on the ground and affecting said premises; riparian, littoral or other water rights, if any; such matters as would be revealed by a current survey and inspection of the premises; and any applicable zoning and other governmental laws, ordinances and regulations.

EXCEPTING THE WARRANTY OF TITLE CONTAINED HEREIN, GRANTEE AND OPERATOR ACKNOWLEDGE AND AGREE THAT GRANTOR HAS NOT MADE, DOES NOT MAKE, AND SPECIFICALLY NEGATES AND DISCLAIMS ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTIES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO (A) THE VALUE, NATURE, QUALITY OF CONDITION OF THE PROPERTY, INCLUDING, WITHOUT LIMITATION, THE WATER, SOIL AND GEOLOGY; (B) THE SUITABILITY OF THE PROPERTY FOR ANY AND ALL ACTIVITIES AND USES WHICH GRANTEE, OPERATOR, OR ANYONE ELSE MAY CONDUCT THEREON; (C) THE COMPLIANCE OF OR BY THE PROPERTY OR ITS OPERATION WITH ANY LAWS, RULES, ORDINANCES OR REGULATIONS OF ANY APPLICABLE GOVERNMENTAL AUTHORITY OR BODY; (D) THE HABITABILITY,

¹ **Note to Draft:** Need to attach the SFAA Certificate of Acceptance. Also need to attach an Affidavit of Consideration (claiming the exemption from transfer taxes for transfers to a state agency).

MERCHANTABILITY, MARKETABILITY, PROFITABILITY OR FITNESS FOR A PARTICULAR PURPOSE OF THE PROPERTY; OR (E) ANY OTHER MATTER WITH RESPECT TO THE PROPERTY, AND SPECIFICALLY, THAT GRANTOR HAS NOT MADE, DOES NOT MAKE AND SPECIFICALLY DISCLAIMS ANY REPRESENTATIONS REGARDING COMPLIANCE OF THE PROPERTY WITH ANY ENVIRONMENTAL PROTECTION, POLLUTION OR LAND USE LAWS, RULES, REGULATIONS ORDERS OR REQUIREMENTS, INCLUDING SOLID WASTE, AS DEFINED BY THE U. S. ENVIRONMENTAL PROTECTION AGENCY REGULATIONS AT 40 C.F.R., PART 261, OR THE DISPOSAL OR EXISTENCE, IN OR ON THE PROPERTY, OF ANY HAZARDOUS SUBSTANCE AS DEFINED BY THE COMPREHENSIVE ENVIRONMENTAL RESPONSE COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED, AND REGULATIONS PROMULGATED THEREUNDER. GRANTEE AND OPERATOR FURTHER ACKNOWLEDGE AND AGREE THAT, HAVING BEEN GIVEN THE OPPORTUNITY TO INSPECT THE PROPERTY, GRANTEE AND OPERATOR ARE RELYING SOLELY ON THEIR OWN INVESTIGATION OF THE PROPERTY AND NOT ON ANY INFORMATION PROVIDED OR TO BE PROVIDED BY GRANTOR. GRANTEE AND OPERATOR FURTHER ACKNOWLEDGE AND AGREE THAT TO THE MAXIMUM EXTENT PERMITTED BY LAW, THE SALE OF THE PROPERTY AS PROVIDED FOR HEREIN IS MADE ON AN "AS-IS" CONDITION AND AS IS WITH ALL FAULTS.

GRANTEE ON BEHALF OF ITSELF AND ITS SUCCESSORS AND ASSIGNS HEREBY WAIVES ANY RIGHT TO RECOVER FROM, AND FOREVER RELEASES AND DISCHARGES, GRANTOR FROM ANY AND ALL DEMANDS, CLAIMS, CAUSES OF ACTION, LEGAL OR ADMINISTRATIVE PROCEEDINGS, LOSSES, LIABILITIES, DAMAGES, PENALTIES, FINES, LIENS, JUDGMENTS, COSTS OR EXPENSES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, ACTUAL ATTORNEYS' FEES, CONSULTANTS' FEES, COURT COSTS, EXPERT WITNESS FEES, ASSESSMENT COSTS, CLEANUP COSTS AND MONITORING COSTS), WHETHER DIRECT OR INDIRECT, KNOWN OR UNKNOWN, FORESEEN OR UNFORESEEN, THAT MAY ARISE ON ACCOUNT OF OR IN ANY WAY BE CONNECTED WITH THE PHYSICAL, ENVIRONMENTAL OR OTHER SIMILAR CONDITIONS ON OR ABOUT ANY OF THE PROPERTY, INCLUDING WITHOUT LIMITATION AS MAY ARISE UNDER THE COMPREHENSIVE ENVIRONMENTAL RESPONSE, COMPENSATION AND LIABILITY ACT OF 1980, AS AMENDED (42 U.S.C. SECTIONS 9601, ET SEQ.), THE RESOURCES CONSERVATION AND RECOVERY ACT OF 1976 (42 U.S.C. SECTION 6901, ET SEQ.), THE CLEAN WATER ACT (33 U.S.C. SECTION 1251, ET SEQ.), THE SAFE DRINKING WATER ACT (14 U.S.C. SECTION 1801, ET SEQ.), THE TOXIC SUBSTANCE CONTROL ACT (15 U.S.C. SECTION 2601, ET SEQ.), AND/OR ANY OTHER FEDERAL, STATE OR LOCAL ENVIRONMENTAL, HEALTH OR SAFETY STATUTES, REGULATIONS, RULES, ORDINANCES OR COMMON LAW THEORIES.

TO HAVE AND TO HOLD, subject to any exceptions, limitations, conditions and reservations set forth herein, all and singular, the Property unto Grantee and Grantee's heirs, successors and assigns, forever; and

SUBJECT TO the matters set forth above, Grantor does hereby bind itself, its heirs, successors and assigns to warrant and forever defend, all and singular, the Property, subject to any exceptions, limitations, conditions and reservations set forth herein unto Grantee and Grantee's heirs, successors and assigns against Grantor and its heirs, successors and assigns by, through, or upon Grantor, but not otherwise.

ACKNOWLEDGMENT AND RATIFICATION BY GRANTEE: Grantee, by the acceptance and execution of this Deed, acknowledges that the conveyance is subject to all of the terms and conditions contained in this Deed, including the Permitted Exceptions.

Grantor, Grantee, and Operator each hereby represent and warrant that the person signing on behalf of Grantor, Grantee, and Operator, as applicable, has the full right and authority to execute this Deed and when fully executed this Deed shall be binding upon Grantor, Grantee, and Operator in accordance with its terms.

This Deed may be executed in one or more counterparts and that each such counterpart shall constitute an original and all of such counterparts together shall constitute one Deed.

SIGNATURE PAGES TO FOLLOW

**DOMINION ENERGY SOUTH CAROLINA
F/K/A SOUTH CAROLINA ELECTRIC & GAS
COMPANY, INC.**, a South Carolina corporation

By: _____[SEAL]

Name: _____

Title: _____

#2 _____

Print Name: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, a Notary Public for the State of South Carolina, certify that _____, as _____ for Dominion Energy South Carolina, Inc. f/k/a South Carolina Electric & Gas Company, a South Carolina corporation, personally appeared before me this day and acknowledged that (s)he executed the foregoing instrument.

Witness my hand and seal this _____ day of _____, 20_____.

[notarial seal]

Notary Public for South Carolina
My commission expires:

*THE STATE OF SOUTH CAROLINA BY AND
THROUGH THE DEPARTMENT OF
ADMINISTRATION*

By: _____[SEAL]

Name: _____

Title: _____

#2 _____

Print Name: _____

[illegible]

ACKNOWLEDGEMENT

I, _____, a Notary Public for the State of South Carolina, certify that _____, as _____ for the State of South Carolina by and through the Department of Administration personally appeared before me this day and acknowledged that (s)he executed the foregoing instrument.

Witness my hand and seal this _____ day of _____, 20____

[notarial seal]

Notary Public for South Carolina
My commission expires: _____

**THE SOUTH CAROLINA DEPARTMENT OF
PARKS, RECREATION AND TOURISM**, an
agency of the State of South Carolina

By: _____[SEAL]

Name: _____

Title: _____

#2 _____

Print Name: _____

STATE OF SOUTH CAROLINA)
)
COUNTY OF _____)

ACKNOWLEDGEMENT

I, _____, a Notary Public for the State of South Carolina, certify that _____, as _____ for the South Carolina Department of Parks, Recreation and Tourism, an agency of the State of South Carolina, personally appeared before me this day and acknowledged that (s)he executed the foregoing instrument.

Witness my hand and seal this _____ day of _____, 20_____

[notarial seal]

Notary Public for South Carolina
My commission expires: _____